



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E. FREEDMAN
Chief Deputy Director

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BOARD OF SUPERVISORS

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

November 30, 2010

#27 NOVEMBER 30, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO ACCEPT AND EXECUTE A SUBAWARD FROM THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA, LOS ANGELES FOR THE CENTER FOR HIV IDENTIFICATION,
PREVENTION AND TREATMENT SERVICES RESEARCH PROJECT, EFFECTIVE UPON
EXECUTION BY BOTH PARTIES
BUT NO SOONER THAN BOARD APPROVAL THROUGH JANUARY 31, 2011
(All Districts) (3 VOTES)**

SUBJECT

Approval to accept a subaward from The Regents of the University of California, Los Angeles to support a Human Immunodeficiency Virus research project, and delegate authority to accept and execute future subawards and/or amendments.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to accept and sign Subaward Agreement Number 2000 G NC818 (Exhibit I) in the amount of \$20,000 from The Regents of the University of California, Los Angeles (UCLA) to support a Human Immunodeficiency Virus (HIV) research project to be conducted by DPH, effective upon execution by both parties, but no sooner than Board approval, through January 31, 2011.
2. Delegate authority to the Director of DPH, or his designee, to accept and execute future subawards and/or amendments to UCLA Subaward Agreement Number 2000 G NC818 through January 31, 2012, that provide for an extension of the subaward term as determined by the grantor, allow for the roll-over of unused funds, and/or provide for an increase or decrease in funding up to 25 percent of each term's base amount, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will enable the DPH HIV Epidemiology Program to participate in the Center for HIV Identification, Prevention and Treatment Services (CHIPTS) research project entitled "A Street-Based Pilot Study of Latino Gay and Bisexual Men."

The purpose of the CHIPTS' pilot study is to identify innovative community-level approaches to reduce HIV transmission by reducing high risk behaviors, improve HIV testing access and timeliness, and improve linkages to HIV care among Latino and African American men who have sex with men (MSM) and men who have sex with men and women (MSM/W) in Los Angeles County. To date, most HIV prevention research has focused on individual-level interventions that do not account for the broader societal influences on MSM's and MSM/W's HIV risk. This pilot study presents an opportunity to conduct HIV prevention research, utilizing data captured via surveys and focus groups using a street-based method of recruitment and will investigate new methods for stopping the HIV epidemic using a more comprehensive approach.

The specific aims of the study are to: 1) learn more about high-risk sexual behaviors among Latino and African American MSM and MSM/W including how they meet their sex partners, where they engage in sex, and how sexual partnerships are negotiated among casual partners; 2) learn more about motivations to get tested for HIV and get linked to and maintain HIV care appointments and the content, structure, and potential efficacy of a community-level intervention to distribute and use home-based HIV test kits; and 3) obtain input from focus groups of HIV-positive Latino and African American MSM and MSM/W about their experiences with linkage to HIV care.

DPH will collaborate with two community-based organizations, Bienestar Human Services, Inc. (Bienestar) and In the Meantime Men's Group (ITMT), to conduct focus groups and street-based recruitment of 100 Latino and 100 African American MSM and MSM/W who are reluctant to seek prevention services and would not otherwise be recruited from gay service organizations or social venues. A short 10-15 minute survey will be administered to the participants and will include questions about basic demographics; sexual risk behaviors; the structure, content, and efficacy of home-based HIV test kits; and HIV testing.

Additionally, Bienestar and ITMT staff will facilitate four one-time focus groups of 10 HIV-positive men each (2 groups of Latinos and 2 groups of African Americans). Participants will be asked to discuss their experiences with HIV testing and linkage to HIV care, including barriers and motivating factors. Both Bienestar and ITMT were selected as collaborators based on their experience working with the Latino and African American communities, respectively, and will be funded by UCLA directly.

The DPH HIV Epidemiology Program routinely conducts epidemiological research among groups at high risk for HIV acquisition and transmission in Los Angeles County. The subaward funds will support the costs of three existing HIV Epidemiology staff positions over the approximate two-month term of the project: 1) a Chief Epidemiologist/Co-Principal Investigator at 25 percent whose primary responsibility will be directing the project, and will oversee the development of the study protocol, survey instrument and focus group guide, Institutional Review Board (IRB) approvals and coordinate with the funder, and collaborators; 2); a Supervising Epidemiologist/Principal Investigator at one-percent who will serve as a consultant and oversee the development of the study protocol, IRB, and implementation of the project; and 3) an Epidemiologist/Project Coordinator at 50 percent who will assist in the IRB submissions, develop the data bases for data collection, train the study staff at the two agencies and conduct data analysis and assist in the writing of the project report. The remaining

percentage of each staff is to be covered by other grant funded projects.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Under the subaward from UCLA, DPH will receive \$20,000 for participation in the research study, effective upon execution by both parties, but no sooner than Board approval, through January 31, 2011. The funding received will support personnel assigned to this study and other operating expenses.

Funding for this study is included in DPH's Fiscal Year (FY) 2010-11 Final Budget, and will be requested in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

UCLA received a grant from the National Institute of Mental Health to participate in the CHIPTS research project. In order to meet the goals and objectives of the project, UCLA is entering into an agreement with DPH to conduct a study entitled "A Street-Based Pilot Study of Latino Gay and Bisexual Men".

In February 2010, UCLA released a funding opportunity for pilot grant applications.

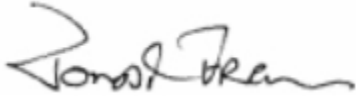
On March 12, 2010, DPH responded to the UCLA funding announcement. Funding was confirmed in April 2010. Initially, funders planned to execute a Memorandum of Understanding for the disbursement of funds, but subsequently decided that a subaward was required, thereby delaying the receipt of funds and preventing DPH from bringing this action to your Board sooner.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Acceptance of Subaward Agreement Number 2000 G NC818 will allow DPH to participate in a project to collect data for the purpose of developing a community-level intervention aimed at reducing the HIV epidemic among Latino and African American MSM and MSM/W's in Los Angeles County.

The Honorable Board of Supervisors
11/30/2010
Page 4

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Jonathan E. Fielding". The signature is fluid and cursive, with a large initial "J" and "F".

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JEF:srp
BL#01659

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

UCLA Subaward Number 2000 G NC818

This Cost-Reimbursement Subaward is by and between The Regents of the University of California (hereinafter referred to as "UCLA") and Los Angeles County Department of Public Health (hereinafter referred to as "Subrecipient");

WITNESSETH THAT:

WHEREAS, UCLA has received a Grant from the National Institutes of Health, National Institute of Mental Health (CFDA No. 93.242) to conduct research on project entitled, "*Center for HIV Identification, Prevention and Treatment Services*" (Grant No. 5 P30 MH058107); and

WHEREAS, UCLA desires to have the Subrecipient perform a certain portion of said work; and

WHEREAS, the Subrecipient has represented that it has the present ability to perform said work;

NOW THEREFORE, the parties hereto do hereby mutually agree as follows:

Article 1: Statement of Work

The Subrecipient shall provide all necessary and qualified personnel, equipment, material and facilities to accomplish the programmatic and technical activities applicable to the Subrecipient as set forth in Attachment A, attached hereto and incorporated by reference herein.

Article 2: Key Personnel and Performance

The Subrecipient Principal Investigator is considered key personnel and essential to the work conducted under this Agreement. The Subrecipient will make best efforts in performing the work under this Agreement and services will be rendered at a level commensurate with professional standards acceptable in the discipline and within the scope of the project.

UCLA: Mary Jane Rotheram-Borus
Subrecipient: Trista Bingham

Article 3: Period of Performance

The period of performance under this Agreement shall commence upon execution and terminate January 31, 2011.

Article 4: Limitation of Cost

Subject to the availability of funds from the National Institutes of Health, UCLA agrees to reimburse Subrecipient for allowable costs actually incurred during performance of the work under this Agreement in accordance with Attachment B-Budget and in an amount not to exceed **\$20,000**. Subrecipient shall not be reimbursed for costs incurred in excess of the stated maximum amount payable without an executed amendment to this Agreement.

Subrecipient shall notify UCLA's Principal Investigator at a time it anticipates that, within 60 days, funding will be insufficient to accomplish the purposes of this Agreement.

Article 5: Invoicing and Payment

Subrecipient may submit invoices to UCLA on a quarterly basis. All invoices shall be submitted in triplicate in a format similar to the sample invoice appended hereto as Attachment D. At a minimum, invoices must include the UCLA Subaward Number, the UCLA Full Accounting Unit (FAU) Number 4-441588-GL-29150, identify the period for which reimbursement is being requested, itemize current and cumulative costs by budget category in accordance with the Subrecipient's approved budget appended hereto as Attachment B, and be signed by an authorized representative of the Subrecipient certifying that the expenditures claimed represent actual expenses for the work performed under this Agreement. UCLA shall reimburse Subrecipient upon receipt of an acceptable invoice. A final invoice and statement of costs incurred, marked "FINAL", must be submitted no later than sixty (60) days after expiration or termination of this Subaward.

Invoices shall be submitted as follows:

UCLA NPI-Semel Institute
Attn: Julian Wang
760 Westwood Plaza, Rm 78-215
Los Angeles, CA 90024-1759
Jwang1@mednet.ucla.edu
310-206-8507

Article 6: Reporting Requirements

Fiscal: Subrecipient shall submit invoices on a quarterly basis and a final statement of expenditures no later than sixty (60) days after expiration or termination of this Agreement.
Technical: Annual and final reports required by this Subcontract shall be due within thirty (30) days of the project end date.

Article 7: Prior Approvals

Any changes to key personnel or to the scope or objectives of the project require prior UCLA approval. Prior UCLA approval is required for any substantial changes in the approved budget and for carryforward of funds into subsequent budget years.

Article 8: Equipment

Purchase of equipment is not authorized under this Agreement.

Article 9: Protection of Research Subjects

If human or animal subjects are used in the conduct of the work performed under this Agreement, the Subrecipient's protocol must be approved by the Subrecipient's office for the protection of research subjects in accordance with federal regulations and submitted to UCLA's Principal Investigator for forwarding and review by UCLA's research subject protection committee.

Article 10: Publication

Each publication, press release or other document that cites results from NIH grant-supported research must include an acknowledgement of NIH grant support and disclaimer such as “The project described was supported by Award Number P30MH058107 from the National Institute of Mental Health. The content is solely the responsibility of authors and does not necessarily represent the official views of the National Institute of Mental Health or the National Institutes of Health.”

Article 11: Copyright

The Subrecipient reserves the right to protect by copyright original works developed under this Agreement. All such copyrighted works will be in the name of the Subrecipient. The Subrecipient hereby grant to UCLA and the federal government an irrevocable, non-exclusive, worldwide, and royalty-free right and license to use, reproduce, prepare derivative works, distribute copies, and perform and display publicly any copyrighted material developed and/or delivered under this Agreement for the purpose of education or research and to authorize others to do so.

Article 12: Independent Contractor

In the performance of this Agreement, Subrecipient shall be deemed to be an independent contractor and, as such, no employees or staff of Subrecipient assigned to perform work under this Agreement shall be entitled to any benefits applicable to employees of UCLA.

Article 13: Assignment

Subrecipient shall not assign, transfer or subcontract its rights, interest, or obligations hereunder without written consent of UCLA and modification to this Agreement. Purchase of a controlling interest in Subrecipient by a third party shall be deemed an assignment.

Article 14: Modifications

The terms and conditions of this Agreement may be changed only by mutual agreement. Said modifications shall be in the form of a duly executed amendment to this Agreement.

Article 15: Audit

All costs incurred in the performance of the work under this Agreement will be subject to audit by an authorized representative of UCLA and Subrecipient agrees to provide auditors access to records necessary to support reported costs. Should any costs incurred by Subrecipient be disallowed, Subrecipient shall reimburse UCLA for said disallowed costs.

If the Subrecipient expends \$500,000 or more a year in federal funds, it shall comply with the requirements of Office of Management and Budget Circular A-133. Subrecipient shall provide an annual statement similar to the one included in the Attachment F certifying that the required audit has been performed and that no instances of noncompliance with federal laws and regulations which bear directly on the performance or administration of the Agreement were noted. In cases of noncompliance findings, Subrecipient will provide UCLA with a copy of its response to the findings and plan for corrective action. All records and reports prepared in accordance with the requirements of OMB A-133 shall be available for inspection by representatives of UCLA or the National Institute of Health during normal business hours.

Article 16: Record Retention

All pertinent records and books of accounts related to this Agreement shall be retained for a period of three (3) years after the expiration or termination of this Agreement. Records relating to any claim arising out of the performance of this Agreement, or costs and expenses to which exception has been taken as a result of audit and/or inspection shall be retained by the Subrecipient until such claim or audit exception has been resolved.

Article 17: Insurance

Subrecipient shall maintain at its expense, during the period of this Agreement, insurance acceptable to University in terms as follows:

1. Professional Medical Liability:

(1)	Each Occurrence	\$2,000,000
(2)	General Aggregate	\$5,000,000
	(Bodily Injury, Property Damage)	

If such insurance is written on a claim made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

2. General liability:

Comprehensive or Commercial Form (Minimum Limits) Each Occurrence	\$1,000,000
Products, Completed Operations Aggregate	\$ 5,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate*	\$5,000,000

*However, if such insurance is written on a commercial claims made form, following termination of this Agreement coverage shall survive for a period of not less than three (3) years. Coverage shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

3. Business Automobile Liability (Minimum Limits) for owned, scheduled, non-owned or hired automobiles with combined single limit of not less than \$1,000,000 per occurrence.

4. Workers' Compensation as required under California State law.

Subrecipient shall furnish UCLA with a certificate or certificates of insurance, signed by an authorized representative of Subrecipient's insurer(s) or of Subrecipient, if self-insured, evidencing compliance with the above requirements. It should be expressly understood, however, that the coverages and limits required above shall not in any way limit the liability of Subrecipient. Subrecipient's insurance policy/policies shall be primary. This provision, however, shall only apply in proportion and to the extent of subcontractor's negligence. The Regents of the University of California shall be added to the policy or policies (Workers' Compensation excepted) as an Additional Insured, and a Severability of Interest Clause and a Cross Liability Clause shall extend to UCLA as an additional insured. This provision,

however, shall only apply in proportion to and to the extent of the negligent acts or omissions of Subrecipient, its officers, agents, or employees. The insurance coverages evidenced by the Certificate(s) of Insurance shall not be modified, changed or canceled except after thirty (30) days prior written notice has been given to UCLA.

Article 18: Indemnification

Each party shall protect, indemnify, and save the other harmless from and against any damage, cost or liability for any or all injuries to persons or property arising out of the performance of this Agreement but only in proportion to and to the extent such damage, cost or liability results from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.

Article 19: Termination

- A) This Agreement may be terminated for convenience by either party hereto by giving written notice to the other party thirty (30) days in advance of a specified date of termination.
- B) This Agreement may be terminated for cause in the event that Subrecipient does not perform its obligations as specified under this Agreement or commits any breach of or default in any of the terms and conditions of this Agreement. If Subrecipient fails to remedy such non-performance, breach or default within thirty (30) days after receipt of written notice thereof, UCLA may at its option and in addition to other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the Subrecipient. Such termination shall be effective as of the date of the Subrecipient's receipt of such notice.
- C) In the event the prime sponsor for any reason terminates its award to UCLA, then performance by Subrecipient may be terminated by UCLA at any time by written notice to Subrecipient.

Article 20: Administrative Requirements: This Agreement shall be administered in accordance with, and Subrecipient shall comply with the Administrative Requirements listed in Attachment C which are incorporated herein by reference.

Article 21: Certifications, Assurances and/or Regulations: By signing this Subaward, the Subrecipient has executed and shall comply with the certifications, assurances and regulations identified in Attachment D. If, during the performance period of this Subaward, the status of Subrecipient changes relative to any of these certifications or assurances, Subrecipient shall immediately notify UCLA and include an explanation of the changes.

Article 22: Administrative and Technical Contacts: The following individuals shall serve as contacts for communications regarding this Agreement:

Technical

For UCLA:

Mary Jane Rotheram-Borus
UCLA Psych & Biobehav Sci

For Subrecipient:

Trista Bingham
Los Angeles County Department of Public
Health

10920 Wilshire Blvd., Ste 350
Los Angeles, CA 90095

600 S. Commonwealth Ave., Suite 1920
Los Angeles, CA 90005

310-794-8278
310-794-8297
rotheram@ucla.edu

Administrative

For UCLA:
Sharon Lam
UCLA Office of Contract & Grant
Administration
11000 Kinross Avenue, Suite 102
Los Angeles, CA 90095-1406

For Subrecipient:
Douglas Frye
Los Angeles County Department of Public
Health
600 S. Commonwealth Avenue, Suite 1920
Los Angeles, CA 90005

Phone: 310-794-3596
Fax: 310-794-0631
E-Mail: slam@research.ucla.edu

In the event of termination, UCLA will reimburse Subrecipient for all allowable costs incurred and uncancellable obligations made up to and including the date of termination, provided such costs do not exceed the stated maximum amount payable.

In witness whereof, the parties hereto have executed this Agreement as of the day and year written.

Los Angeles County
Department of Public Health

The Regents of the University of California

By: _____
Authorized Official
(Name and Title)

By: _____
Sharon Lam, Subaward Administrator

Date: _____

Date: _____

Attachment A—Statement of Work

See Attached

**CHIPTS PILOT PROGRAM
SCOPE OF WORK
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
HIV EPIDEMIOLOGY PROGRAM
PERIOD: DATE OF EXECUTION OF CONTRACT – JANUARY 31, 2011**

A. Personnel/Salaries **\$11,053**

Supervising Epidemiologist/P.I.: Trista Bingham **2 months @ 1% FTE** **\$161**

The Supervising Epidemiologist will serve as the Principal Investigator for the *Street-Based Pilot Study of Latino and African American Gay and Bisexual Men*. In her capacity as PI, Dr. Bingham will serve as consultant and oversee the development of the protocol, IRB and implementation of the project.

Chief Epidemiologist/Co-P.I.: Amy Wohl **2 months @ 0.25% FTE** **\$4,035**

The Chief Epidemiologist will serve as the Co-Principal Investigator for the *Street-Based Pilot Study of Latino and African American Gay and Bisexual Men*. In her capacity as Co-PI, Dr. Wohl will have the primary responsibility for directing the project. She will, with the assistance of the Project Epidemiologist, prepare documentation for the human subjects' IRB application; develop and finalize the brief survey instrument and focus group guide; develop study protocols to be adopted by project staff; ensure that all study participants receive informed consent; ensure that data is collected on 100 Latino and 100 African American gay and bisexual men; and ensure that four focus groups are conducted targeting HIV-positive Latino (2 groups) and African American (2 groups) gay and bisexual men (10 participants each). She will also ensure that all data is analyzed and submitted to CHIPTS in a written format.

Epidemiologist: Juli-Ann Carlos **2 months @ 0.50% FTE** **\$6,857**

The Project Epidemiologist will help coordinate day-to-day activities for the *Street-Based Pilot Study of Latino and African American Gay and Bisexual Men*. She will also assist the Co-PI in preparing the human subjects' IRB application; developing study protocols; ensuring that all study participants receive informed consent; ensuring that project staff collect data on 100 Latino and 100 African American gay and bisexual men; and ensuring that project staff conduct four focus groups targeting HIV-positive Latino (2 groups) and African American (2 groups) gay and bisexual men (10 participants each). She will also provide training and instruction to project staff regarding data collection; ensure that all surveys and focus group notes are stored in locked file cabinets; ensure that electronic data is stored on password-protected computers; develop an Excel spreadsheet and ensure that all data is entered into the spreadsheet by project staff; clean and conduct quality control checks on quantitative data; assist in conducting data analyses of quantitative and qualitative data; and assist in the writing of findings.

B. Fringe Benefits **\$5,301**
Fringe Benefits for Los Angeles County DPH HIV Epidemiology Program staff are calculated @ 47.96 % of total salaries.

Fringe Benefits: 47.96% * (\$11,053) = \$5,301

C. Supplies General office supplies: **\$629**

D. Total Direct **\$16,983**

E. Indirect Costs

\$3,017

Indirect Costs for Los Angeles County Department of Public Health are calculated @ 27.3 % of salaries.

Indirect Cost Total = 27.3% of \$11,053 = \$3,017

F. TOTAL YEAR ONE REQUEST

\$20,000

Attachment B—Budget

See Attached

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
HIV EPIDEMIOLOGY PROGRAM
CHIPTS PILOT PROGRAM
Year 1 Execution of MOU till January 31, 2011

	Annual Salary	Monthly Salary	% of Time	# of Mos	Salary Request	47.96% Employee Benefits	Totals
I PERSONNEL							
Principal Investigator Trista Bingham	\$96,828	\$8,069	1%	2.0	\$161	\$77	\$238
Co-PI Amy Wohl, Ph.D.	\$96,828	\$8,069	25%	2.0	\$4,035	\$1,935	\$5,970
Epidemiologist JuliAnn Carlos	\$82,284	\$6,857	50%	2.0	\$6,857	\$3,289	\$10,146
Totals					\$11,053	\$5,301	\$16,354
II OPERATING EXPENSES: Supplies and rent							\$629
III TOTAL DIRECT COSTS FOR BUDGET PERIOD							\$16,983
IV INDIRECT COSTS @ 27.3% of total salaries							\$3,017
V TOTAL BUDGET							\$20,000

Attachment C
Administrative Requirements

NIH Grants Policy Statement dated 12/03, including addenda in effect at the beginning date of the budget period <http://www.nih.gov/grants/policy/awardconditions.htm>

45 CFR Part 74

OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments"

OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments"



CENTER GRANT
Department of Health and Human Services
National Institutes of Health
NATIONAL INSTITUTE OF MENTAL HEALTH

Notice of Award

Issue Date: 02/01/2010



Grant Number: 5P30MH058107-14

Principal Investigator(s):
MARY J ROTHERAM-BORUS, PHD

Project Title: Center for HIV Identification, Prevention and Treatment Services

Goody Dhillon
SR. CONTRACT AND GRANT OFFICER
UNIV OF CALIFORNIA, LOS ANGELES
OFFICE OF CONTRACT & GRANT ADMIN
10920 WILSHIRE BLVD, SUITE 1200
LOS ANGELES, CA 900241406

Award e-mailed to: NIHAward@research.ucla.edu

Budget Period: 02/01/2010 – 01/31/2011

Project Period: 09/30/1997 – 01/31/2012

Dear Business Official:

The National Institutes of Health hereby awards a grant in the amount of \$2,151,981 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to UNIVERSITY OF CALIFORNIA LOS ANGELES in support of the above referenced project. This award is pursuant to the authority of 42 USC 241 42 CFR 52 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

Each publication, press release or other document that cites results from NIH grant-supported research must include an acknowledgment of NIH grant support and disclaimer such as "The project described was supported by Award Number P30MH058107 from the National Institute Of Mental Health. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Institute Of Mental Health or the National Institutes of Health."

Award recipients are required to comply with the NIH Public Access Policy. This includes submission to PubMed Central (PMC), upon acceptance for publication, an electronic version of a final peer-reviewed, manuscript resulting from research supported in whole or in part, with direct costs from National Institutes of Health. The author's final peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process. For additional information, please visit <http://publicaccess.nih.gov/>.

Award recipients must promote objectivity in research by establishing standards to ensure that the design, conduct and reporting of research funded under NIH-funded awards are not biased by a conflicting financial interest of an Investigator. Investigator is defined as the Principal Investigator and any other person who is responsible for the design, conduct, or reporting of NIH-funded research or proposed research, including the Investigator's spouse and dependent children. Awardees must have a written administrative process to identify and manage financial conflict of interest and must inform Investigators of the conflict of interest policy and of the Investigators' responsibilities. Prior to expenditure of these awarded funds, the Awardee must report to the NIH Awarding Component the existence of a conflicting interest and within 60 days of any new conflicting interests identified after the initial report. Awardees must comply with these and all other aspects of 42 CFR Part 50, Subpart F. These requirements also apply to subgrantees, contractors, or collaborators engaged by the Awardee under this award. The NIH website <http://grants.nih.gov/grants/policy/coi/index.htm> provides additional information.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

Rita Sisco
Grants Management Officer
NATIONAL INSTITUTE OF MENTAL HEALTH

Additional information follows

Dr. Norweeta Milburn
Dr. Arleen Leibowitz
Dr. Li Li
Dr. Raphael Landovitz
Dr. Mark Peterson
Dr. Steven Shoptaw

HUMAN SUBJECTS

This award is issued with the knowledge that human subjects may be involved within the period of support. All projects under the auspices of this award that include human subjects research studies, must conform to the NIH policies as well as Department of Health and Human Service Regulations 45 CFR 46 to protect human research subjects. Details of such studies, including a description of the objectives, study populations and potential risks to human subjects, as well as a plan for data & safety monitoring (in the case of phase I, II, and III clinical trials), certification of education in human subjects protection, and IRB approval of all activities involving human subjects must be provided to the NIMH Grants Management Officer and Program Officer before any program participant undertakes such studies. Only activities which do not directly involve human subjects (i.e., are clearly severable and independent from those activities that do involve human subjects) may be conducted pending acceptance by the National Institute of Mental Health (NIMH) of certification of IRB approval.

ANIMAL SUBJECTS

This award is issued with the knowledge that animal subjects may be involved within the period of support. All projects under the auspices of this award that include the use of animals in research studies must conform to the NIH policies as well as the Public Health Service policy on humane care and use of laboratory animals. Details of such studies including a description of the objective (proposed use of the animals) must be provided to the NIMH Grants Management Officer before any program participant undertakes such studies. Only activities which do not directly involve animals (i.e., are clearly severable and independent from those activities that do involve animals) may be conducted pending acceptance by the National Institute of Mental Health (NIMH) of certification of IACUC approval.

PROJECTS WITH FOREIGN COMPONENTS

Prior to the start of any projects with foreign components, a prior written approval request must be sent to the funding agency for the necessary State Department Clearances.

NON-COMPETING RENEWAL:

Future year non-competing progress reports and other documents applicable to this grant should be submitted to:

Division of Extramural Activities Support, OER
National Institutes of Health
6705 Rockledge Drive, Room 2207, MSC 7987
Bethesda, MD 20892-7987 (for regular or US Postal Service Express mail)
Bethesda, MD 20817 (for other courier/express mail delivery only)

PRIOR APPROVAL REQUESTS:

Any prior approval request should be directed to the Grants Management Office and may be sent by email (preferred), fax, or mail to the following address:

Grants Management Branch, NIMH
6001 Executive Blvd.
Room 6115, MSC 9605
Bethesda, MD 20892-9605 (Express Mail: Rockville, MD 20852)
Fax: (301) 480-1956

Please refer to the NIH Grants Policy Statement for the activities and/or expenditures that require NIH prior approval at http://grants.nih.gov/grants/policy/nihgps_2003/NIHGPs_Part7.htm#_Toc54600129.

STAFF CONTACTS

The Grants Management Specialist is responsible for the negotiation, award and administration of this project and for interpretation of Grants Administration policies and provisions. The Program

Attachment D

Compliance Requirements

Civil Rights. Compliance with Title VI of the Civil Rights Act of 1964.

Handicapped Individuals. Compliance with Section 504 of the Rehabilitation Act of 1973 as amended.

Sex Discrimination. Compliance with Section 901 of Title IX of the Education Amendments of 1972 as amended.

Age Discrimination. Compliance with the Age Discrimination Act of 1975 as amended.

Human Subjects. Compliance with the requirements of federal policy (P.L. 93-348) concerning the safeguarding of the rights and welfare of human subjects who are involved in activities supported by Federal funds.

Use of Animals. Compliance with applicable portions of the Animal Welfare Act (PL 89-544 as amended).

Drug-Free Workplace. Compliance with the Drug-Free Workplace Act of 1988.

Patents, Licenses and Inventions. Compliance with Standard Patent Rights clauses as specified in 37 CFR, Part 401.14 and/or 35 U.S.C. 203, whichever is appropriate and applicable. Subrecipient shall notify University's Administrative Contact, as stated in Article 22, within two months after Subrecipient's inventor discloses invention(s) either sole or jointly in writing to Subrecipient's personnel responsible for patent matters. Subrecipient shall use form HHS568 to report inventions(s). A negative report is not required.

Use of program income; Additional costs described in the NIH Grants Policy Statement shall apply.

Debarment and Suspension. SUBRECIPIENT specifically certifies that the Principal Investigator or any other employee or student participating on this project is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

Non-Delinquency on Federal Debt. SUBRECIPIENT specifically certifies that neither it nor any person to be paid from funds under this Agreement is delinquent in repaying any Federal debit as defined by OMB Circular A-129.

Restrictions on Lobbying. Compliance with PL 101-121, Title 31, Section 1352, which prohibits the use of Federally appropriated funds for lobbying in connection with this particular Agreement.

Affirmative action for disabled Veterans and Veterans of the Vietnam era Compliance with Public Laws 92-540 and 93-508, Executive Order 11701, and the regulations of the Secretary of Labor (41 CFR Part 60-250) in promoting employment opportunities for disabled and Vietnam veterans.

Health Insurance Portability and Accountability Act of 1996, Public Law 104-91 (HIPAA): The University certifies that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and it's accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Agreement.

Financial Conflict of Interest SUBRECIPIENT assures compliance with 42 CFR Part 50. Subpart F, revised October 1, 1997.

NIH Public Access Policy <http://publicaccess.nih.gov>

Attachment E—SAMPLE INVOICE FORMAT

(must be on Subrecipient's letterhead, obtained & authorized by the Subrecipient)

SUBMIT INVOICE TO:

UCLA NPI-Semel Institute
Attn: Julian Wang
760 Westwood Plaza, Rm 78-215
Los Angeles, CA 90024-1759

Project Title: "Center for HIV Identification, Prevention and Treatment Services"

Subaward Number: 2000 G NC818

UCLA FAU: 4-441588-GL-29150

UCLA Principal Investigator: Dr. Mary Jane Rotheram-Borus

SUBRECIPIENT

XYX UNIVERSITY
123 College Drive
Anytown, CA 91111

Invoice Date:

Invoice No.:

Contact Name:

Contact Telephone/Email:

Period of Performance: (month/day/year) to (month/day/year) Billing Period: (month/day/year) to (month/day/year)

*Subrecipient costs must be identified on each invoice by categorical line item in accordance with the approved budget.

	Budget	Cumulative Costs	Current Costs
Salaries and Wages			
Fringe Benefits			
Materials and Supplies			
Travel – Domestic			
Travel – Foreign			
Other			
Equipment			
Patient Care			
Subawards			
Cost Share			
In-Kind			
Program Income			

Indirect Cost: Rate% of Base _____

TOTAL US \$ _____ \$ _____ \$ _____

Amount of Payment Requested \$ _____

As an authorized representative of the organization, I certify that all expenditures reported (or payments requested) for cost incurred are for appropriate purposes and in accordance with the agreements set forth in the application and award documents.

Subrecipient Authorized Signature (e.g. Financial Controller)
(Name and Title)

Date

UCLA Principal Investigator Signature of Approval

Date

Attachment F—SUBRECIPIENT A-133 CERTIFICATION

The undersigned, being an authorized financial officer of the referenced Subrecipient, hereby certifies that:

_____ The Subrecipient's total Federal expenditures for fiscal year ending _____ do not exceed \$500,000.00. The Subrecipient is exempt from Federal Audit requirements for the subaward period of performance.

_____ The Subrecipient has had an A-133 compliance audit for fiscal year ending _____ and has not been informed of any instances of non-compliance with federal laws and regulations that have a direct bearing on this Agreement. A copy of the Subrecipient's written notification as promulgated in Subpart C, Section.320(e)(2) of OMB Circular A-133 is attached or is available at the following website address: _____.

_____ The Subrecipient has had an A-133 compliance audit for fiscal year ending _____ and has been informed of instances of non-compliance with federal laws and regulations that have a direct bearing on this Agreement. Copies of the Subrecipient's written notification and reporting package as promulgated in Subpart C, Section.320(E)(1) and (2) of OMB Circular A-133 is attached.

_____ The Subrecipient has not yet completed an A-133 compliance audit for fiscal year ending _____. The audit is to be completed by _____. A copy of the Subrecipient's written notification and, if applicable, the reporting package or website containing the information will be forwarded to UCLA when available.

Signature of Authorized Representative

Date

Printed Name and Title